



To SEARS

Dept Store
Mart Stores

From Victim
FRODO BAGGINS

Case #4161012589

PC Better
CC ABC TV

Bureau Bureau
NBC TV CBS TV

CC Dept of Commerce Affairs

Attention MR. Eddiel Lambert
HAVE some "interit"

FILED
U.S. DISTRICT COURT
2019 APR -9 A 11:16
S.D. OF N.Y.

I AM a 69 year old SENIOR

who WAS Left TO DR

ON your Wet floor 9/9/16

Your staff Looked a way

from 8 cameras and
Left me to go unconscious
for almost 20 minutes
arrived on your "SHAME"

Attention Mr. Lambert I am sending my
accident paper settlement-claim papers
because I believe you will help me in
my settlement-claim you bought Sears
from bankruptcy well I was a loyal
customer of Sears & K Mart as so
my family & friends but you turned
your back to me in my settlement
money as your worker or workers
who turned their back on the
earnings which they were owed to
mention How can you save a store
when you have who leave a 69 year
senior lying on a wet floor knocked
out (you had no wet floor sign) for
almost 30 minutes you can't renew
a store unless you have people who
care and that starts with you. I
would like to see Sears good again
and renew but that starts from basic
goodness from the heart and if you really
want to start Sears the way it should be
start with a healing process from the
heart. Thank you Jane Lambert

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRe Holding Corporation (19-22301)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBL Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STI Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581)	
<input type="checkbox"/> A&E Signature Service, LLC (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)	
<input type="checkbox"/> Innovel Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

MMLID: 4787000

original claim sent 10/4/18

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? Kushner, June
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor Levine & Weiss PLLC

2. Has this claim been acquired from someone else? ☒ No my Attorney ID# 27095187

3. Where should notices and payments to the creditor be sent? **Where should notices to the creditor be sent?** Kushner, June
 PO BOX 3097
 ASTORIA NY 11103-0097
Where should payments to the creditor be sent? (if different) TO June Kushner (Victim) POB 3p97 Astoria NY 11103

Contact phone 516 3539613 **Contact phone** cell 516 3539613
Contact email June.kushner@gmail.com **Contact email** June.kushner50@gmail.com

4. Does this claim amend one already filed? ☒ No ☐ Yes. Claim number on court claims registry (if known) CLAIM # L1610175089

5. Do you know if anyone else has filed a proof of claim for this claim? ☒ No ☐ Yes. Who made the earlier filing? my Attorney Anthony Ferrell

Levine & Weiss 510 Hemstead St. Uniondale NY 11553



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 112 4 0 0229 June Kushner Social Security [REDACTED] 009229

7. How much is the claim? \$ 21,500.00 Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). my Attorney Anthony Ferente 10/4/18 510 Hempstead Turnpike West Hempstead NY 11557

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. See Attached Documents Claim # 160175089/0001 Personal Injury

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. ☐ Motor vehicle ☒ Other. Describe: K Makt / Sears department store

Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ Date of Settlement 10/4/18

Amount of the claim that is secured: \$

Amount of the claim that is unsecured: \$ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$

Annual Interest Rate (when case was filed) % ☐ Fixed ☒ Variable Statement Date 10/4/19 \$21,500.00

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition: \$

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: Settlement 21,500.00 10/4/18



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☒ Yes. Check one:

☒ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ 21,500

\$

\$

\$

\$

\$

\$

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 21,500.00

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box.

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/4/18 (mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

NO
WILLIAM
J. COHEN

11-11-11

Claim Number: L1610175089-

Claimant: June Kushner
0001

RELEASE OF ALL CLAIMS

The Undersigned, being of lawful age, for the sole consideration of [Twenty One Thousand Five Hundred and 00/100] (\$21,500.00) to the Undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Kmart Corporation ("Releasees") and their agents, servants, successors, heirs, executors, administrators and all other persons firms, corporations, associations or partnerships from any future property damage claims, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, occurrence or claim which occurred on or about the 09/29/2016 at or near 770 BROADWAY NEW YORK, NY (the "Claim").

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefore and intend merely to avoid litigation and buy their peace. The Undersigned warrants that no promise or inducement has been offered by the parties being released, except as herein set forth; that this Release is executed without reliance upon any statement or representation by the person or parties released or their representatives, or physicians, concerning the nature and extent of the injuries and damages and legal liability therefore; and that the Undersigned is of legal age, is legally competent to execute this Release, and accepts full responsibility for it. The Undersigned agrees as further consideration and inducement for this compromise settlement that the settlement and release shall apply to all unknown and unanticipated injuries and damages resulting from said Claim, as well as to those now disclosed.

It is the intent of the Undersigned, in signing this document, to release and discharge the individual persons and corporations named in this release. This Release contains the entire agreement the parties hereto. The terms of this Release are contractual and not mere recital.

The Undersigned warrants as further consideration of said sum paid that no other person, firm, corporation or government body is entitled to any claim whatsoever growing out of the aforesaid Claim. The Undersigned will indemnify and hold harmless the party or parties released from any and all other claims which might arise from the aforesaid Claim. This includes, but is not limited to, any claim by any private or public entity under the Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) as amended and the relevant regulations contained in 42 C.F.R. §411.

Since the Undersigned is currently a Medicare beneficiary, the parties acknowledge that the Federal Government may have made conditional payments to medical providers on behalf of the Undersigned. The parties have determined through information provided by the Undersigned, the Undersigned's representative, a review of Undersigned's medical bills, or, where the Medicare Secondary Payer Recovery Contractor (MSPRC) (a subcontractor for the Federal Government)

has represented in its conditional payment statement, that the conditional payments made on behalf of the Undersigned related to this claim are approximately \$0.00.

Therefore, in settlement of this claim, the parties hereby agree that:

1. The amount to be paid to the claimant for the Bodily Injury portion of this claim is \$21,500.00;
2. The amount the parties estimate will need to be paid to the MSPRC in satisfaction of Medicare's claim for conditional payments related to this claim is \$0.00.

The parties further acknowledge that this is not a final amount and that the MSPRC will not calculate a "final demand" until after it receives the final settlement documents regarding this claim.

Therefore, in settlement of this claim, the parties hereby agree that the settlement amount will be issued to the Undersigned and/or the Undersigned's representative in one (1) check made out jointly to the Undersigned and/or the Undersigned's representative.

The parties further agree that the Undersigned and/or the Undersigned's representative will be responsible for resolving the conditional payments with the MSPRC and that the Released Parties have no further obligation, payment or otherwise, to the Undersigned, the Federal Government or the MSPRC.

Any amount owed to the MSPRC or the Federal Government in excess of the estimated conditional payment amount will be the sole responsibility of the Undersigned, and the Undersigned shall be responsible to the Federal Government for any claim, right, lien, or cause of action that Medicare may assert pursuant to the Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)). The Undersigned further agrees to hold the Released Parties harmless and indemnify the Released Parties from any claim, lien, or cause of action brought by any entity pursuant to Medicare Secondary Payer Act (42 U.S.C. § 1395y (b)) related to this claim that exceeds the estimated lien amount.

It is not the intention of any party to this Agreement to shift responsibility of future medical benefits to the Federal Government. It is the parties' intention to comply with the Medicare Secondary Payer Act. After considering the parties' obligations according to the aforementioned statute and regulations, the parties agree that there is no risk of shifting future medical expenses to the Medicare program after the settlement of this claim because the Undersigned hereby acknowledges that no further medical treatment is needed, warranted or required with regard to any alleged injuries sustained or arising out of this accident, occurrence or claim. Taking into account the various factors of this claim including the Undersigned's alleged injuries, claimed economic losses, and claimed pain and suffering, no portion of this settlement is allocated for

future medical expenses and is therefore not a settlement contemplated by the Medicare Secondary Payer Act.

The parties in good faith do not believe that Medicare may incur any expense in the future related in any way to the claims asserted in this matter or subject to this Agreement, and any expense that Medicare may incur in this matter is too remote to calculate or reasonably foresee at the time of settlement. In addition, the Undersigned understands and agrees that any future medical treatment relating to body parts allegedly injured, sustained or arising out of this accident, occurrence or claim, or expenses incurred by the Undersigned for like or similar injuries, are the sole responsibility of the Undersigned.

Should the Centers for Medicare & Medicaid Services (CMS) (or any of its affiliates or subcontractors) submit or make any claim, allegation, investigation, or otherwise inquire about any Medicare-related expenses alleged by CMS to be associated with this claim at any time in the future, the Undersigned expressly agrees to cooperate with the (insured/defendant) or any of its agents, subsidiaries, or designees in responding to or addressing the claims raised by CMS. This includes, but is not limited to, providing the (insured/defendant) with a consent form so it can transmit and receive data to and from CMS (including medical information), providing the (insured/defendant) with details about any alleged expenses CMS claims is related to this claim, and any other information that is reasonably necessary to allow the (insured/defendant) to properly address any claim(s) by CMS.

The Undersigned releases, acquits and forever discharges the Released Parties from any claim of the action the Undersigned may have had pursuant to 42 U.S.C. § 1395y (b)(3)(A).

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Each party to this Agreement agrees to bear their own costs and attorney's fees

Signed and delivered this 4th day of October

JUNE KUSHNER

Undersigned (Print Name)

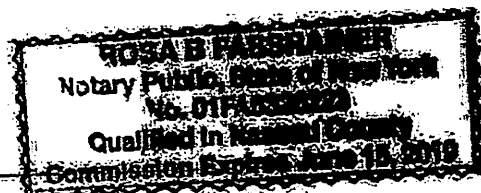
X

STATE New York

COUNTY Nassau

On the 4th day of October, 2018, before me personally appeared June Kushner to me known to be the person(s) named herein and who executed the foregoing Release and she acknowledged to me that she voluntarily executed the same.

My term expires



Rosa B. Farrar
NOTARY PUBLIC

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

em

W-9
Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

LEVINE AND WISS, PLLC

2. Business name (disregarded entity name, if different from above)

LEVINE AND WISS, PLLC

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or
single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to
certain payees; for individuals, see
Instructions on page 3)

Exempt payee code (if any)

Exemption from FATCA reporting
code (if any)

Print or type
See Specific Instructions on page 2.

5. Address (number, street, and apt. or suite no.)

510 Hempstead Turnpike, Ste 206

6. City, state, and ZIP code

West Hempstead, NY 11552

7. Last account number (if any)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social Security number									
[Redacted]									
OR									
Employer identification number									
2	7	-	0	9	6	1	8	7	7

Part II

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must certify to Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and other tax-exempt income, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

10/18/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), or employer identification number (EIN). To report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), in provide your correct TIN:

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

[REDACTED]

Handwritten signature/initials